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Sainik School Rewari
 Sector-4
 Rewari
 Haryana-
 123401

SSRW/QM/507/2022(SS)

28 Aug 2022

M/S.....

 (Name of the Firm)



SAINIK SCHOOL REWARI
SECTOR-4 . PIN-123409.DISTT – REWARI (HARYANA)



REQUEST FOR PROPOSAL FOR
FINALISATION FOR RATE
CONTRACT FOR SECURITY
SERVICES FOR THE YEAR 2022-25

INVITATION OF BIDS FOR PROVISIONING OF SECURITY SERVICES
AT SAINIK SCHOOL REWARI FOR 2022-25

1. On behalf of Principal, Sainik School Rewari, sealed bids are invited from bidders for outsourcing of Security Services for the period from **01 Oct 2022 to 30 Sept 2025**. The bids will be **received upto 1300 hrs on 12 Sept 2022**. The bids will be opened at **Sainik School Rewari at 1100 hrs on 13 Sept 2022**.
2. The address and contact numbers for sending the bids or seeking the clarifications regarding this RFP/ Tender document are given below:
 - (a) Bids/Queries to be addressed to: **The Principal , Sainik School Rewari**
 - (b) Postal Address for sending the bids: **Sainik School Rewari, Sector-04, Distt- Rewari, Haryana- 123401.**
 - (c) Name/Designation of the contact personnel: **Adm Officer, Sainik School Rewari.**
 - (d) E-Mail ids of contact personnel: **sainikschoolrewari@gmail.com**

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3. This RFP is divided into five parts as follows:

(a) Part I: Contains General Information and instructions for the bidders about the RFP/Tender Document such as the time, place of submission and opening of tenders. Validity period of tenders, etc.

(b) Part II- Contains essential details of items/ services required such as the schedule of Requirements (SOR), technical specifications, delivery period, mode of delivery and consignee details.

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(c) Part III- Contains standard conditions applicable to this RFP/ Tender document and which will form part of the contract with the successful bidder.

(d) Part IV- Contains special conditions applicable to this RFP/ Tender document and which will also form part of the contract with the successful bidder.

(e) Part V- Contains Evaluation Criteria and format for Price bids

4. This RFP/ Tender Document is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP/ Tender document, should it become necessary at any stage.



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PART I - GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 1300 hrs on 12 Sept 2022.** Bids as called for should be deposited /reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Eligibility Criteria and Condition for submitting Bids .**

- (a) MSME registered firms will be given priority over normal firms.(Certificate of MSME to be duly attached as a proof).
- (b) Minimum turnover of Rs **10 Lakhs** in a year (**Balance sheet of latest FY** duly endorsed by a CA to be attached as a proof) **or else the bid is liable to be rejected.**
- (c) The bidder should have a similar experience of running such kind of **Security Services for at least an year** in any military training establishment preferably Sainik School/Military school/ RIMC/IMA/NDA/OTA etc. (**Copy of such agreement for running of such shop to be attached as a proof.**) **Any deviation against this condition will lead to rejection of bid.**
- (d) The bidder should have such type of contract running presently in at least **one** military training establishment preferably Sainik School/Military school/ RIMC/IMA/NDA/OTA etc across India in the current financial year.(**Copy of such agreement to be attached as a proof.**) **Any deviation against this condition will lead to rejection of bid.**
- (e) **Official Address** The firm should have a registered office and Head Office or branch at **Rewari (Haryana)** for easy accessibility in case of any issue/complaints. Proof of the address proof must be attached. Physical verification of the address details shall be also done by the Tender Opening Board. Therefore any deviation in this regard shall lead to rejection of the Bid.
- (f) War widows/Ex-Servicemen/wards shall be given priority over normal civilians provided they have all documents as mentioned and they are meeting all conditions.
- (g) **Minimum Wages and service charges** The minimum wages for per Person shall not be less than the latest rates of Haryana Government and the copy of latest orders to be attached for easy reference. **EPF & ESI** as applicable to be quoted separately as per govt orders on the subject.
- (h) **Service charge** Service charges **@2% (two percent) or less** will not be accepted and shall be declared invalid as per the existing guideline on the subject promulgated by Govt of Haryana.
- (i) Following documents shall be mandatory or else the bid shall be

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declared invalid/rejected :-

- ❖ PAN/TAN.
- ❖ GST No/Registration No
- ❖ PSARA (Private Security Agencies Regulation Act).
- ❖ Private Security Business License certificate issued under the Private Security Agency Regulation Act-2005.
- ❖ Copy of IT return for last two years.
- ❖ Audited Balance sheet for last year.
- ❖ Bid Securing declaration form, who are exempted EMD.
- ❖ Proof of providing or having provided security services to govt. organisations as stated in Para 2(c) (d).
- ❖ Copy of PAN card.
- ❖ EPF/ESI Registration certificate.
- ❖ DD for cost of form and EMD.
- ❖ Declaration that the firm has not black listed by department/agency etc either by the State or Central Government.

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(a) **Tax Assessee.** The registered company is to possess a valid TAN /PAN number issued by the Income Tax Department. The company will also be required to provide proof of Income Tax returns for the preceding two years

3. **Manner of depositing the Bids:** Bids should be submitted by bidders under their original memo/ letter pad inter alia furnishing details like GST, TIN number, VAT/CST number, Bank details (account number, IFSC/ MICR code, address) for electronic fund transfer etc. with complete postal & email address of their office. The manual sealed bids (both technical and commercial) should be manually dropped in the Tender box kept in front of Office of Adm Offr of Sainik School Rewari so that the bidder gets a fair idea about the location in terms of requirement. Late tenders will not be considered. Moreover any bid sent by Post/email shall not be accepted. The bids must be deposited / sent in the following manner.

- (a) Bids are to be sealed and are to be manually dropped in the tender box separately addressed to Principal Sainik School Rewari . Bids submitted after **1300 hrs on 12 Sept 2022** will not be accepted/ entertained.
- (b) Tender Fees and EMD should be attached along with the bids in a sealed envelope.
- (c) The envelopes should be clearly marked with address of the firm and the description of services.
- (d) The responsibility to ensure lies with the bidder.
- (e) The bid envelop should be clearly marked as "**BIDS FOR PROVISIONING OF SECURITY SERVICES AT SAINIK SCHOOL REWARI**"

4. **Time and date for opening of Bids:** **13 Sept 2022 by 1100 hrs** (if due to any exigency, the due date for opening of the Bid is declared as closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer).

5. **Location of the tender box:** In front of Adm Officer's Office.
Sainik School Rewari

Note- Only those bids that are found in the tender box will be opened. Bids dropped in the wrong box will be rendered invalid.

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6. **Place of opening of the Bids:** At **Administrative Block, Sainik School Rewari.** The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important technical clauses quoted by all bidders will be read out in the presence of representatives of all the bidders. This event will not be postponed due to non- presence of any representative. Representative of bidders attending bid opening should be in possession of authority letter issued on the letter head of the firm duly signed and stamped. In case of non production of authority letter they would not be allowed to participate in the bid opening. The bidder/ his representative can represent only one firm.
7. **Single Bid system:** The bids shall be opened on the given date and only technically qualified firms shall be considered for their quoted rates.
8. **Forwarding of Bids:** Bids should be forwarded by bidders under their original memo/letter pad inter alia furnishing all details as mentioned in **Appendix "A"**
9. **Clarification regarding contents of the Request for Proposal:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the bids. **Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.**
10. **Modification and withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer and should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of EMD deposit.
11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the buyer may, at it's discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the tender with forfeiture of EMD. Conditional tenders will be rejected.

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13. **Unwillingness to quote:** The bidders unwilling to quote should ensure that the intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.

14. **Validity of Bids:** The bids should remain valid for 03 months from the last date of submission of the bids.

15. **Cost of Tender Form:-** Bidders are required to submit **Cost of Tender Form an amount of Rs. 1000.00 (Rupees One Thousand only) NON REFUNDABLE** along with their technical bid. The Cost of tender form may be submitted through a bank draft in favour of Principal, Sainik School Rewari, drawn at Punjab National Bank, Account no. 4681000100008477, IFSC Code – PUNB0468100. **Earnest money deposit (EMD):** Bidders are required to submit **EMD for an amount of Rs 40,000.00 (Rupees Forty thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand draft from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 in the favor of Principal, Sainik School Rewari, drawn at Punjab National Bank, Account no. 4681000100008477, IFSC Code – PUNB0468100. EMD is to remain valid for 45 days beyond the final bid validity period. EMD of unsuccessful bidders will be returned to them at the earliest after the expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the unsuccessful bidder would be returned without any interest whatsoever, after the receipt of performance security from them called for in the contract. **EMD is not required to be submitted by those Bidders who are registered for the same items/range of products/goods or services with the Central Purchase Organization, National Small Industries Corporation (NSIC) or concerned department of Ministry of Government of India or any other MSMEs. Bid security declaration (attached as Appx 'C') shall be compulsarily submitted alongwith the bid for such firms who are excused EMD.**

16. **The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.**

17. **Payment terms:** No payment will be made in advance under this contract. Payment will be made only after services are found Satisfactory.

18. **Filling of Tender Documents:** Filling of all the relevant points of tender documents is mandatory by the tenderer. Anything missing on the document part will be treated as cancel of complete tender document. Tenderer will not have any right to claim on the subject issue.

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Note: Vendors will submit their bids on the original tender document (RFP) which can be downloaded from the school web site www.ssrw.org.in or CPP portal. Bids are to be submitted in envelopes duly sealed and indicated accordingly on the top of the envelope along with the date of opening.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

5. **Schedule of Requirements:** Principal, Sainik School Rewari invites quotation from reputable firms for **Provisioning of Security Services for The Period From 01 Oct 2022 to 30 Sept 2025** as per the format mentioned at Appendix “B” and as per the laid down specifications mentioned against each, at **Sainik School Rewari, Sector-4 Rewari, Distt-Rewari, PIN -123401, Haryana**. The requirements are as mentioned below:-

Manpower required for	Number of Guard required	Day & Duty Timing	Place of duty
Security Guard (Unarmed)	09 (Out of 09 guards 06 shall be male and 03 shall be female which is a mandatory requirement)	Monday to Sunday (3 shifts) 0600 hrs to 1400 hrs, 1400 hrs to 2200 hrs & 2200 hrs to 0600 hrs	Academic Block, Boys Hostel at Rao Tularam Stadium, Girls Hostel near school main gate (All at Sainik School Rewari)

Note:-

- (a) The firm must provide three female guards who shall be employed specially at Girls Hostel of this school. Inter-gender rotation shall not be permitted for duties and lady guards shall be exclusively for girls hostel and in any case shall not be replaced by male guards.
- (b) The place of duty is likely to change when the school shifts to its permanent building at Village Gothra.
- (c) The number of guards may be increased/decreased as per the requirement of the school authorities depending upon the need as per the contracted rates only.

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6. **Contract Operationalization Period**: The Contract shall remain valid for a period of **Three Years** from the date of signing of agreement and may be extended upto three months maximum in case of contingency. The contract can be cancelled unilaterally by the Principal, Sainik School Rewari in case of services are not satisfactory and on disciplinary/absence grounds of guards or if not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of The Principal Sainik School Rewari, with the applicability of Liquidity Damage (LD) clause.



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PART III – STANDARD CONDITIONS OF RC/ TENDER DOCUMENT

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration in the Court of Rewari, Haryana only.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any

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favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the service provider's failure to submit the Bonds. Guaranteed and documents, provide the services, conduct training, etc as specified in this contract, the Buyer at his discretion withhold any

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payment until the completion of the contract.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) By giving supplier a notice of **30 days** in advance without assigning any reason.

(b) The delivery of the services is delayed for causes not attributable to Force Majeure, continuously for more than **15 days** after the scheduled date of delivery of services.

(c) The Seller is declared bankrupt or becomes insolvent.

(d) The delivery of services is delayed due to causes of Force Majeure by more than **30 days** provided that Force Majeure clause is included in the contract.

(e) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(f) As per decision of the Arbitration Tribunal.

(g) On disciplinary/absence grounds of guards.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the

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supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **General.**

(i) **The price quoted by the Bidder should be inclusive of GST and all other taxes applicable.** In the absence of detailed stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(iii) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(iv) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all

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reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(v) If a bidder chooses to quote a price inclusive of any tax/ duty and does not confirm inclusive of such duty/ tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.



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PART IV – SPECIAL CONDITIONS OF RFP/ TENDER DOCUMENT

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP/ Tender Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Security/ Security Deposit.** Before signing of the rate contract the successful bidder will be required to furnish a **Performance Security** by way of **PBG** (From any nationalized Bank) or deposit an amount as **Security Deposit** for a sum equivalent to **10% of the Total Contract value** arrived at by multiplying the anticipated annual requirement with the price quoted by the Bidder (lowest quoted price) before signing of the Rate Contract.
2. **Tolerance Clause.** To take care of any changes in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required services upto that limit without any change in the terms and conditions and prices quoted by the seller. While awarding the contract, the quantity can be increased or decreased by the buyer within this tolerance limit.
3. **Parallel Rate Contract.** In case it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item or where it is desirable to have a wider vendor base due to criticality of the items, it may become desirable to conclude parallel RCs with more than one firm. The Principal, based on the merit of each case, may decide the number of firms to be awarded RC for an item in order to have a wider choice.
4. The Buyer as well as the supplier may withdraw the rate contract within 30 days of serving suitable notice to the other party.
5. The purchaser has the option to renegotiate the price with the rate contract holders.
6. In case of emergency, the purchaser may purchase the same item through ad hoc contract with a new supplier.
7. The purchaser and the authorized users of the rate contract will be entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms and conditions of the rate contract.

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8. **Fall Clause.** The rate contract will be guided by “**Fall Clause**”, which provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days’ time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. However, if the parallel rate contract holders attempt to grab more orders by unethical means by announcing reduction of their price (after getting the rate contract) under the guise of Fall Clause and their performances are not found to be up to the mark, appropriately severe action should be taken against them including deregistering them, suspending business deals with them, terminating the contract or any other action as deemed fit by the Buyer.

9. **Risk and Expense Clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller **24 hrs** to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores/services or any installment thereof not be in accordance with the specifications / parameters agreed by the Seller, the Buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within **24 hrs**, the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable

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from the Seller. Such recoveries shall not exceed 10% of the value of the contract.

10. Force Majeure Clause

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. **Specification**. The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RC/Tender Documents.

12. **Quality**. The quality of the delivered services according to the present Contract shall correspond to the conditions and standards valid for the deliveries under specifications enumerated as per RC/ Tender Document.

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13. **Quality Assurance.** The services should be conforming to the RFP.
14. **Inspection Authority.** The Inspection will be carried out by representative of Principal, Sainik School Rewari at the Buyer's site at Seller's cost. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.
15. **Miscellaneous terms and conditions of the contract** During the period of contract, under mentioned instructions will be followed by the contractor / Security Guards as applicable :-
- (a) Round the clock strict security arrangements of the entire establishment/premises as to prevent entry of unauthorized persons, to prevent mischief, theft, pilferage of any property, to prevent damage to any property of the school or any offence on the said establishment/premises. Hence, it may be noted that all the security posts **shall be manned on 24 hours basis**, ensuring adequate rest for the guards between shifts and no one individual is continuously put on duty.
 - (b) Regulation of entry and exit of cadets, staff, parents, other persons, visitors and vehicles in the said premises as per direction of school administration.
 - (c) The security personnel deployed by the contractor shall be under the administrative control of the security officer or the person so authorized /designated by the school authority i.e. the Quartermaster of the school. **However, the senior most guard of the contractor shall assist and also function as per the direction of school authority.**
 - (d) Contractor will provide varied services, like watch and ward, security of establishments against theft, pilferage, regulation of entry at gate, providing security to the officers, staff families and cadets of the establishment, firefighting and safety against internal/external agitations etc., make periodical visits to inspect the working of his personnel and keep close liaison with the school authorities. Security Guards will check for '**Gate Pass**', issued by Administrative Officer, for items if any, which are required to be carried out of School Campus for repair, rectification, replacement, etc.
 - (e) Local standing orders/duty orders as formulated in consultation and with approval of both the parties shall be strictly adhered to by the security personnel in performance of the duties and any deviation from such approved orders will be treated as lapse.

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(f) The strategic points within and outside establishment/ premises where security personnel are to be deployed shall be determined by mutual consultation between school and the contractor.

(g) ID proof of security personnel will be provided after finalization/before commencement of the tender for issue of Security passes. ID issued by Firm/Agency,
Aadhar Card of all the staff is to be submitted to 'Q' section on first day of services.

(h) The contractor will **provide proper dress to the Security Guards** and instruct them to have **daily shaving and proper turn out**. They will give **proper salutation to the authorized person**.

(j) Guard inspection will be carried by the Administrative Officer once a week.

(k) **Rate should be written in figure as well as in words also.**

(l) Contractor has to provide the services on Sunday and closed holiday also as a normal routine. The school security will not be hampered on account of function or holiday. The contractor shall be liable to payment of rent for any building/ house, if and when occupied by him in the course of the contract at the discretion of Adm Officer, Sainik School Rewari.

(m) The contractor will arrange to maintain a duty roster register and same will be daily put to Quartermaster for verification. **In case any guard found absent the payment will be deducted from contractor's monthly bill and additional fine of Rs.500/- (Rupees Five Hundred) shall be deducted per absentee from contractor monthly bill.**

(o) In case the contractor desirous to change their employees during the contract, he will inform to the school in writing. Before employment of the person, he will submit their ID proof with Police verification.

16. **Payment Terms.** Standard Payment terms, as indicated below, will be incorporated in the Rate Contracts:-

(a) Bills may be submitted by the service provider on monthly basis.

(b) TDS shall be deducted from all the payments made to the service provider as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

(c) It is mandatory for the Bidders to indicate their bank account numbers

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with IFS Code and other relevant payment details so that payments could be made through Bank Transfer / e- banking. The applicable bank charges will be borne by the vendor.

(d) The vendor has to submit two copies of **Pre-receipted** (specimen signature as received payment on bill with **Rs 1/- revenue stamp**) Invoice/bill.

(e) As far as possible, payment will be effected by the paying authority within 30 working days from the date of receipt of bill. Consolidated observations, if any should be forwarded within 10 working days by paying authority to the CFA.

(f) Although the total number of guards specified in this RFP is **nine(09)** but the payment shall be made based only on the actual number of guards as hired by the school depending on the requirements, which is subject to change.

17. **Paying authority.** Principal, Sainik School Rewari will be the paying authority.



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PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP/Tender Documents both technically and commercially.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder including all taxes, duties, transportation & freight cost. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs or any other duty / taxes up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs or any other duty / taxes, it should be brought out clearly.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as desired/ decided by the Buyer. The Bidder will have to attend the Price Negotiation Committee Meeting, if called for, at his own expense. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(e) Experience in the field will be given due weightage towards evaluation.

(f) Any other criteria as applicable in this particular case.

2. **Price Bid Format.** Bidders are required to fill up the **Price Bid** format paced as **Appendix “B”** correctly with full details.

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APPENDIX "A"

(Refers to Para 7 of Pt – I of RC/ Tender document)

FORMAT OF TENDER FORM**S.No : SSRW/QM/507/Security Services
(With School Round Stamp)****Cost Rs. 1000/-
(DD of Rs. 1000 to be
attached For downloaded
forms)****PROVISIONING OF SECURITY SERVICES**

1. Vendor should furnish specific responses to all the questions given below. Vendor may please note that incase all/some answer(s) so furnished is/are not clear and /or evasive and / or incomplete; the tender shall be liable to be reconsidered.

1.	Due date of Opening (Tender for Security Services) :			13 Sept 2022 at 1100 hrs	
2.	Name of the firm & Address Phone/Mobile No				
3.	(a)	Suppliers firm No & Registration No			
	(b)	EPF No.			
	(c)	PAN No/TIN No			
	(d)	GST No., if applicable			
	(e)	ESI No			
	(f)	Labour license No & Authority			
4.	Experience in the field of Service to Govt Institutions (Attached Experience Certificates)				
5.	Major works carried out previously (Similar work):-				
Ser No	Name / Nature of Work	Name of client	Value of Work	Completion time as per tender	Remarks

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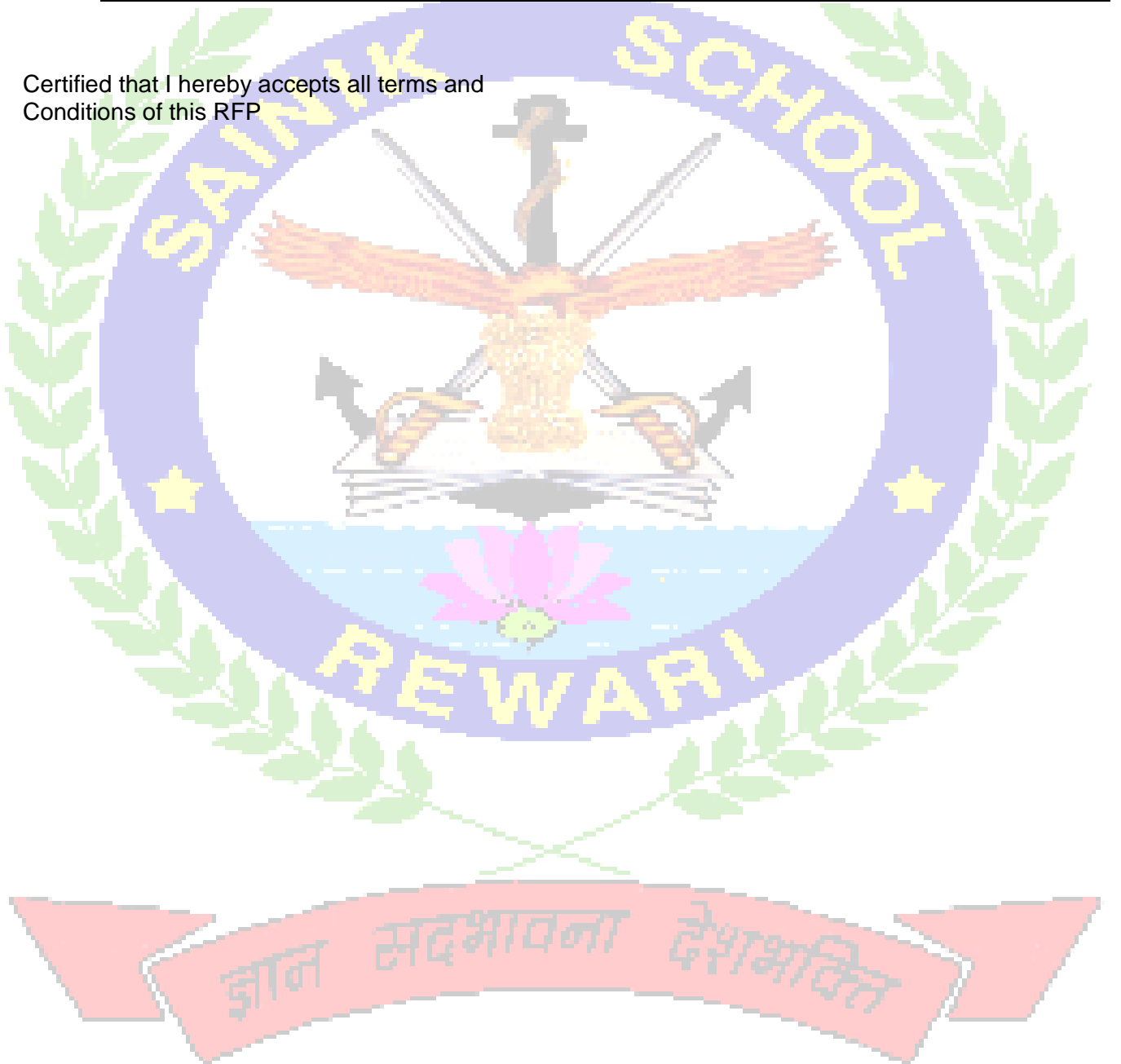
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6.	Contractor should submit their financial status for the Previous year. Annual turnover of the Company for previous years.	
7.	Permanent income-Tax A/C No.	
8.	Confirm whether you have attached your latest / current Balance Sheet and IT Return of last two years.	
9.	Name & Full address of your Banker.	
10.	Please furnish your performance statement with the other Govt, Departments/PSUs or other reputed private concerns.	
11.	Business name and constitution of the firm. Is the firm registered under: (a) The Indian Companies Act, 1965 (b) The Indian Partnership Act 1932. (Partner name) (c) Private Security Agency (Regulation) Act-2005. (d) Any Act: If not, who are the owners Full Name & Address?	
12.	State Specifically: Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for similar services to any or as well as Govt. Deptt/PSUs. Also indicate the margin of difference.	
13.	State whether business dealings with you have been banned by any of the Govt. Deptts/PSVs. Any fire in the past.	
14.	Please confirm that you have read all the instructions carefully and have complied with accordingly.	

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15.	Particulars of tender Fees and EMD deposit with Bank draft number and date with name of issuing bank (only through DD payable at PNB Mini Secretariat Rewari code No 4681	
16.	Copy of Ministry of labour and employment License (PSARA) either by the State or Central Government.	
17.	Whether bid securing declaration form (for EMD exempted firms) attached.	

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18.	Are the Technical qualifications of firm meeting all the conditions as per Part I of the RFP.	
19.	Whether bids prepared and stamped in all pages by the Authorized Signatory?	
20.	Whether EMD deposit is put in the Bids Envelope ?	
21.	Whether bid cover is put into an outer cover duly sealed?	
22.	Declaration that the firm has not black listed by department/agency etc either by the State or Central Government.	
23.	The Rate and Amount of each item along with the applicable taxes has been filled or not and the same is signed and stamped by the Authorized Signatory.	
24.	Any other information the firm wishes to furnish.	

Date:

Signature of the Contractor
(With seal if available)

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Conditions of this RFP

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APPENDIX "B"

(Refers to Para 2 of Pt – V of RFP)

PRICE BID FOR RATE CONTRACT FOR PROVISIONING OF : SECURITY SERVICE -2021-22**All rates to be quoted inclusive of all taxes**

S.NO	DESCRIPTION	AMOUNT
(a)	Monthly wages per guard(for 8 hrs of duty per day as mentioned in part II of RFP and the monthly wages shall not be less than the rates specified by Haryana Govt.)	
(b)	EPF@	
(c)	ESI @	
(d)	Service Charges %	
(e)	GST @	
(f)	G/Total	

The school at any point of time may ask the firm to furnish necessary documents including bank statement as a proof to substantiate that the employed guards are being duly paid exactly as per quoted rate against which the L1 firm has been shortlisted. The cost includes all the liabilities of the contractor such as cost of uniform and identity cards of the personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF Contributions, service charges, all kinds of taxes etc, which should be clearly stated by the contractor. The rates and prices quoted by the bidder shall be inclusive of service tax. The rate quoted shall be responsive and the same should be inclusive of statutory obligations such as Minimum wages, ESI, PF contribution, wages for leave reserve, service charges, all kinds of taxes, etc. the offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

(Signature of the Proprietor/ authorized signatory)

Address:.....

Mobile No:.....

Date:.....

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BID SECURING DECLARATION FORM

Date _____

Tender No _____

To (insert complete name and address of the purchase)

I/We, the undersigned , declare that

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period for one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions , because I/We

- (a) have withdrawn/modified/amended , impairs or derogates from the tender, my /our bid during the period of bid validity specified in the form of Bid or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract , if required or (ii) fail or re-use to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed : _____ (Insert signature of person whose name capacity are shown)
In the capacity of _____ (Insert legal capacity of person signing the Bid Securing Declaration)

Name : _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for a n on half of 9(insert complete name of Bidder)

Dated on _____ days of _____ (insert date of signing)

Corporate Seal (Where appropriate)

(Note : In case of joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.)

Certified that I hereby accepts all terms and Conditions of this RFP

Signature of Bidder with Rubber stamp